

plaintiff was allegedly considering the severance agreement. Finally, plaintiff should be prepared to argue any cases he may have that provide such waivers are inapplicable where the severance agreement waiver contains, as it does here, a waiver as to any plan and plan trustees and specifies claims under ERISA:

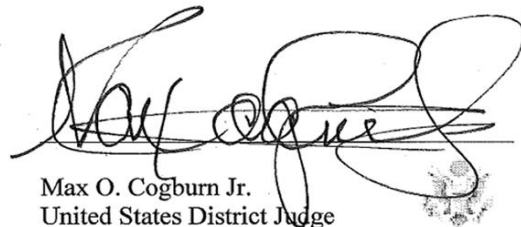
I fully waive, release and forever discharge Bank of America and all of its officers, directors, employees, assigns, agents, plans and plan trustees [T]his General Release includes, but is not limited to, claims arising out of or in any way related to my employment and/or separation from employment, such as, by way of example only, claims under . . . the Employee Retirement Income Security Act of 1974

Agreement, § 3.a (Def. Ex. "C," Mem. #25-3). Finally, the court is concerned *for* plaintiff inasmuch as the agreement provides, among other things, that BAC can recover from plaintiff compensation already paid *if* such agreement is breached. Id. at 14.b.

ORDER

IT IS, THEREFORE, ORDERED that the defendants' Motion for Summary Judgment (#24) and plaintiff's cross-Motion for Summary Judgment (#26) be calendared and noticed for hearing by the Clerk of Court.

Signed: July 25, 2014



Max O. Cogburn Jr.
United States District Judge